

3-0423

STORAGE

THIS BOOK DOES NOT CIRCULATE

Camden

04-11

CONTRACT

THIS AGREEMENT is made and entered into this 21st day of March, 1977, between the Borough of Collingswood, in the County of Camden, hereinafter referred to as the Borough or Employer, and the Fraternal Order of Police, Bicentennial Lodge #76, hereinafter referred to as the Lodge.

WITNESSETH:

WHEREAS, that for the purpose of mutual understanding and in order that a harmonious relationship may exist between the Borough and the Lodge, to the end that continuous and efficient service will be rendered to and by both parties, for the benefit of both:

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1977

LIBRARY  
Institute of Management and  
Labor

MAR 23 1978

RUTGERS UNIVERSITY

ARTICLE I  
RECOGNITION

Section 1. The Borough recognizes the Lodge as the sole and exclusive representative of all permanent patrolmen covered under this agreement.

Section 2. The word "patrolman" when used in this agreement shall be construed to include both singular and plural numbers.

## ARTICLE II

### MAINTENANCE OF STANDARDS

Section 1. The Borough shall not discharge or discriminate in any way against any patrolman for police association activities or for police association membership so long as the same does not in any way unreasonably disrupt normal operations of the Police Department.

Section 2. The rights of both Borough and Patrolman shall be respected and the provisions of this agreement for the orderly settlement of all questions regarding such rights shall be preserved.

Section 3. Patrolmen shall retain all civil rights under the New Jersey state, federal and local laws.

Section 4. This agreement shall not be changed or amended except by mutual agreement of both parties.

## ARTICLE III

### WORK WEEK, OVERTIME

Section 1. The regular work week for all patrolmen shall consist of five (5) working days, eight (8) hours per day, for all shifts, but this Article shall not be deemed to affect, or create a work period contrary to, the terms of a resolution of the Borough of Collingswood dated December 27, 1974, subject: Determining Work Period for the Police Department of the Borough of Collingswood.

Section 2. Overtime shall be paid at the rate of one and one-half (1 1/2) times the hourly salary for all hours worked beyond the normal work period, in accordance with the provisions of Articles IV and V hereafter.

Section 3. Overtime shall be paid in the form of a check and so indicated as overtime on the check stub. Payment shall be made on the first pay day of the month following the month during which overtime was worked.

## ARTICLE IV

### TELEPHONE ALERT, STANDBY, HOLDOVER

The following compensation shall be paid where patrolmen are placed on telephone alert, standby or are held over:

(a) Telephone alert: Defined as requiring the patrolman to leave a telephone number where he can be reached. No compensation will be paid.

(b) Standby: Defined as instances where a patrolman is actually called in, while off duty to the police station by the Police Department. The patrolman shall be paid not less than one (1) hour straight time pay and all computations shall be made to the following hour. If the period during which the patrolman is at the police station is in whole or in part time other than his normal working shift, he shall be paid overtime as specified in Articles III and IV during all such time not part of his normal working shift.

(c) Holdover: Defined as instances wherein the patrolman is required to stay beyond his regular working shift. Where the patrolman is required to stay thirty (30) minutes or less, he shall be paid for one-half (1/2) hour at straight time pay. If the patrolman is required to stay for more than one-half (1/2) hour, he shall be compensated for all time in excess of one-half (1/2) hour at the rate prescribed in Article III for overtime. During the negotiations leading to this contract, the parties reached a gentlemen's agree-

ment as to the proper interpretation of this paragraph. Such gentlemen's agreement is set forth hereinafter not as a contractual agreement between the parties but simply to record their understanding and indicate how the parties intended that this paragraph be construed. The patrolmen agreed that in the event they are held over for twenty (20) minutes or less, they will not make claim for any compensation. The Borough agreed that they would not use that agreement as a device to get twenty (20) minutes extra work out of the patrolmen and would expect a patrolman to remain on duty beyond his normal work shift only in the event of emergency or in such other circumstances where a dedicated police officer would believe it necessary for him to remain on duty. The parties do agree that in the event either party feels that the other party is abusing this understanding they will get together to discuss the matter.

## ARTICLE V

### COURT TIME

Section 1. A patrolman shall receive the following compensation for appearing, while off duty, in court or before a state agency in any criminal, quasi criminal, motor vehicle, or juvenile proceeding arising out of his employment: The sum of Ten Dollars (\$10.00) for up to two (2) hours; overtime as provided in Article IV for time in excess of two (2) hours.

Section 2. In the event a patrolman is required to furnish his own transportation for any such appearance referred to in Section 1, other than for appearance in any such court or agency in Collingswood, Camden or within a five (5) mile radius of Collingswood, he shall receive compensation for his travel time at the rate of fourteen cents (\$.14) per mile, less any compensation received by him from any other source for such travel.

Section 3. The compensation provided for in this Article shall be paid in the form of a check on the first pay day following the month in which the same has been earned. This check shall be a separate check and shall be marked "Court Time" on the check stub.

Section 4. This provision shall be effective as of the date of the execution of this agreement.

## ARTICLE VI

Section 1. The following days are established hereunder as holidays in the year 1977:

1. New Years Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Easter
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. United Nations Day
11. Election Day
12. Veterans' Day
13. Thanksgiving
14. Christmas

Section 2. It is understood by and between the parties that the patrolman will take nine holidays off. As to the remaining five (5) days, the patrolman shall have the option of working them in which case he shall receive a holiday compensation check totaling one (1) day's salary for each holiday not taken off or



taking the holiday and being compensated at straight time for the same.

Section 3. Holiday compensation shall be paid by separate check once each year or on the first pay day after December 1 to each patrolman for the holiday compensation earned by him during the year.

Section 4. Nothing contained in the preceding three paragraphs shall be deemed to give any patrolman the right to necessarily have holiday leave on any of the specific days named in Section 1 or to alter the practice antedating this agreement by which a patrolman applies for and is allowed days in lieu of the specific holidays named in Section 1, it being understood that holiday leave will not be allowable on a specific holiday named in Section 1 where another person on a shift is for any reason off duty that day. Requests for holiday leave days will be the responsibility of each patrolman and will be made early enough each year so that sufficient time will be available to allow each patrolman the holiday leave days authorized by this article.

ARTICLE VII

VACATIONS

Section 1. The annual vacation to which patrolman shall be entitled shall be granted according to the following schedule retro-active to January 1, 1977, as follows:

(a) Vacations during the calendar year shall be granted upon request with priority of dates according to seniority.

(b) Vacation time must be taken in the year earned. When vacation time is deferred by the Borough for any reason, the patrolman shall be entitled to utilize such vacation time at a later period in the same calendar year or be paid for the same.

(c) Vacations shall be granted for continuous uninterrupted service from the last date of hire with a cut-off date of September 1 in any given year according to the following schedule:

1st day through completion of 1 year -	5 days
From completion of 1st year through completion of 4 full years -	10 days
4 years and 1 day to completion of 6 years -	11 days
6 years and 1 day to completion of 8 years -	12 days
8 years and 1 day to completion of 10 years -	13 days
10 years and 1 day to completion of 12 years -	14 days
12 years and 1 day to completion of 14 years -	15 days
After 15th anniversary date -	20 days

## ARTICLE VIII

### DEATH LEAVE

Section 1. Death leave of absence shall be granted to each employee where there is a death in the employee's immediate family, to include father-in-law and mother-in-law, or death of a relative residing in such member's household.

Section 2. Death leave of absence shall be granted from date of death until date of interment, unless circumstances warrant additional time. If additional time is required, the Chief of Police shall have the power to grant the same at his discretion or at the discretion of someone authorized by him to grant extended leave.

Section 3. Death leave of absence shall be granted for a period of one day upon the death of the member's grandfather, grandmother, aunt, uncle, brother-in-law, son-in-law, daughter-in-law, sister-in-law, providing that the above do not fall into the category of Section 1.

Section 4. Death leave of absence shall not be charged against vacation or holiday leave and the employee shall be compensated as if he had worked those days.

ARTICLE IX

SICK DAYS

Section 1. Employees shall be entitled to sick leave with pay as follows:

- A. 6 months - 2 years of employment: 30 days sick leave
- B. 2 years - 4 years of employment: 60 days sick leave
- C. 4 years - 6 years of employment: 90 days sick leave
- D. 6 years - 8 years of employment: 120 days sick leave
- E. 8 years - 10 years of employment: 150 days sick leave
- F. 10 years - 12 years of employment: 180 days sick leave
- G. 12 years - 14 years of employment: 210 days sick leave
- H. 14 years - 16 years of employment: 240 days sick leave
- I. 16 years - 19 years of employment: 270 days sick leave
- J. 19 years - 22 years of employment: 300 days sick leave
- K. 22 years - 25 years of employment: 330 days sick leave
- L. 25 years of employment or more: 360 days sick leave

Section 2. The Borough agrees not to require a doctor's certificate to establish bona fide sickness until after the second consecutive day of absence.

ARTICLE X

LONGEVITY SCHEDULE

Section 1. A longevity bonus shall be paid computed on the following schedule:

A. Over 5 years employment the sum shall be 2% of base annual salary.

B. Over 8 years of employment the sum shall be 4% of base annual salary.

C. Over 12 years of employment the sum shall be 5% of base annual salary.

Section 2. Longevity shall be paid by separate check once each year on the first pay day after December 1 to each employee entitled to longevity pay for the entire amount of longevity pay earned by such employee during that year.

## ARTICLE XI

### UNIFORMS

Section 1. The Borough agrees that it will either: (a) continue its practice of supplying on a "need" basis all items of clothing and equipment, with the exception of foot gear, at no cost to the patrolman, or (b) pay to each patrolman the sum of \$250.00 as a clothing allowance, in which event the patrolman shall be responsible during the year 1977, for purchasing and making payment for all items of clothing and equipment necessary for him to be properly uniformed and equipped within the meaning of such regulations as the Department may impose. The policemen shall advise the Borough not later than March 1, 1977 whether they elect alternative (a) or (b). In the event the patrolmen choose alternative (b), the \$250.00 clothing allowance shall be paid by the Borough to each patrolman not later than March 31, 1977.

## ARTICLE XII

### SCHEDULE OF DIFFERENTIALS

The Borough agrees that when an employee is permanently assigned to the 11:00 p.m. to 7:00 a.m. shift, a differential increase in percentage of base salary shall be negotiated; however, if a power shift is instituted by the Borough (power shift being defined as one commencing after 5:00 p.m. and before 9:00 p.m.) and the practice of volunteering for the "power shift" should be discontinued by the employees, then, in that event, no differential shall be negotiated for the "power shift" and employees will be assigned without differential benefit.

## ARTICLE XIII

### INSURANCE, HEALTH & WELFARE

Section 1. The Borough shall continue to maintain and provide all insurance coverage now in effect, and, in civil actions, agrees to defend and to satisfy any judgment which may be rendered against the employee for the action arising out of his employment within the Borough.

Section 2. The Borough shall comply with N.J.S.A. 40A:14-155 with respect to defense of employees in action or legal proceedings arising out of or incidental to performance of duty.

Section 3. The employee shall receive fully paid Blue Cross-Blue Shield, Rider J and Major Medical benefits to cover themselves and their family.



ARTICLE XIV  
DISCRIMINATION

Section 1. There shall be no discrimination among employees or units covered by this contract.

Section 2. No order either present or future shall provide any one patrolman or unit covered by this contract with any special privileges.

ARTICLE XV  
SUSPENSIONS

Section 1. The Borough shall comply with the provisions of N.J.S.A. 40A:14-147 through N.J.S.A. 40A:14-151.

Section 2. Within three days of determination, the Borough shall notify the F.O.P. Lodge #76 through its local coordinator, of the results of the hearing held on all departmental charges.

## ARTICLE XVI

### SERVICE RECORDS

Section 1. Upon 24 hours notice to the Custodian thereof, each employee shall be entitled to inspect his service record between the hours of 9:00 a.m. to 4:00 p.m. on any work day.

Section 2. Service records shall include all records in the employee's personnel file.

Section 3. As used in Section 1 of this Article, work days shall be defined as any week day which is not a holiday.

## ARTICLE XVII

### EXCHANGE OF HOURS OF DUTY AND DAY OF DUTY

An exchange of hours and days of assigned duty may be granted by the Chief of Police, in his discretion, provided that such exchange does not result in any employee working an excess of 12 consecutive hours in any 24 hour period. Such requests shall be granted on a non-discriminatory basis.

ARTICLE XVIII

BULLETIN BOARD

The Borough shall provide and install bulletin boards and/or provide space for the posting of notices relating to matters and official business of all police organizations.

ARTICLE XIX

EQUIPMENT

No employee nor unit shall be required to perform any non-office function without proper radio communication.

ARTICLE XX

EXTRA CONTRACTUAL

The parties to this contract agree that they shall not enter into any agreement, contract or negotiations with any individual or group of individuals as to items within the scope of this collective bargaining agreement but the Borough shall not be precluded from entering into contracts required of the Borough under other provisions of this contract or fairly implied therein nor shall it be precluded from making management decisions, including but not limited to the creation and alteration of shifts, the assignment nondiscriminatorily of employees to shifts, the assignment of employees to the Detective Bureau and vacation of such assignments, it being understood that the Borough is to act in good faith, to carry out the letter and spirit of this agreement.

ARTICLE XXI

WAGES

Section 1. It is acknowledged by and between the parties that the regular salary for patrolmen during the year 1977 shall be as follows:

First year patrolmen	\$11,424.00
Second year patrolmen	12,825.00
After completion of second year	14,238.00

Section 2. When an employee receives a temporary promotion he will be paid at the higher rate.

Section 3. When an employee is appointed to a higher grade in an acting capacity, he shall receive the rate of pay he is acting in. This shall start immediately upon the patrolman taking charge in the capacity of Acting Sergeant.

Section 4. Sections 2 and 3 shall become effective upon the date this contract is signed.

ARTICLE XXII

PROMOTIONS

The Borough of Collingswood agrees to give the employees an opportunity to be heard on what, in their opinion, is appropriate criteria for promotion.

ARTICLE XXIII

SEVERABILITY

In the event that any provisions of this Agreement between the parties is judged illegal or unenforceable by a court or administrative agency of competent and final jurisdiction, the remainder of the provisions of such Agreement shall not be affected thereby but shall be continued in full force and effect.

It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within 30 days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

ARTICLE XXIV

CONTRACT TERM

Section 1. This contract shall cover the period from January 1, 1977 to midnight December 31, 1977.

Section 2. Articles and schedules contained herein shall be retroactive from January 1, 1977, unless otherwise specified in the Article.

Section 3. Negotiations for renewal of this contract or for the execution of a new contract shall begin no later than September 25, 1977.

ARTICLE XXV

EFFECTIVE DATE

This Agreement shall be in full force and effective as of January 1, 1977 and shall remain in effect to and including December 31, 1977.

In Witness Whereof, the parties hereto have hereunto set  
their hands and seals at Collingswood, New Jersey, on this  
day of \_\_\_\_\_, 1977,

FRATERNAL ORDER OF POLICE,  
GARDEN STATE LODGE #76

By *[Signature]*  
Authorized Signator

BOROUGH OF COLLINGSWOOD

By *[Signature]*  
Mayor

Attest:

*[Signature]*  
Secretary

*Robert [Signature]*  
*Bruce J. [Signature]*